Agenda Item Form

Districts Affected: All **Dept. Head/Contact Information:** Christian Gerstheimer X: 20 or Amy Grimm X: 14 Type of Agenda Item: Resolution ☐ Staffing Table Changes Board Appointments Tax Installment Agreements ☐Tax Refunds Donations RFP/ BID/ Best Value Procurement Budget Transfer Item Placed by Citizen ☐Application for Facility Use Bldg. Permits/Inspection Introduction of Ordinance ☐Interlocal Agreements ☐ Contract/Lease Agreement Grant Application Other _ **Funding Source:** General Fund Grant (duration of funds: ___ Months) ☑Other Source: Loan of art to The Museum of Fine Arts, Houston Legal: □ Denied Attorney Assigned (please scroll down): John Nance Timeline Priority: ☐High Medium □Low # of days: Why is this item necessary: That the Director of the El Paso Museum of Art be authorized to sign an Outgoing Loan Agreement to The Museum of Fine Arts, Houston, for the loan of Kermit Oliver's "St. Elmo's Fire" Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings: None **Statutory or Citizen Concerns:** None **Departmental Concerns:** None

Agenda Date: 07/27/2004

July 14, 2004

TO:

Mayor and City Council

FROM:

Becky Duval Reese

RE:

Loan



The El Paso Museum of Art requests that the Director of the El Paso Museum of Art be authorized to sign an outgoing loan agreement, on behalf of the City of El Paso, for the loan of "Saint Elmo's Fire," by Kermit Oliver to The Museum of Fine Arts, Houston, for the exhibition "Notes from a Child's Odyssey: The Art of Kermit Oliver," from March 6, 2005, to July 4, 2005. There are no costs to El Paso Museum of Art associated with this loan.

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Director of the El Paso Museum of Art be authorized to sign an outgoing loan agreement, on behalf of the City of El Paso, for the loan of "Saint Elmo's Fire," by Kermit Oliver to The Museum of Fine Arts, Houston, for the exhibition "Notes from a Child's Odyssey: The Art of Kermit Oliver," from March 6, 2005, to July 4, 2005. There are no costs to El Paso Museum of Art associated with this loan.

ADOPTED this 27th day of July, 2004.

	CITY OF EL PASO:				
	Joe Wardy Mayor				
ATTEST:					
Richarda Duffy Momsen City Clerk					
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:				
John F. Nance Assistant City Attorney	Becky Duval Reese, Director				

LOAN AGREEMENT

IL.2004-165

The Museum of Fine Arts, Houston

1 1001 Bissonnet, Houston, TX 77005 (delivery) Law Bldg.
2 5600 Fannin, Houston, TX 77004 (delivery) Beck dock at Ewing St.

Phone: 915-532-1707

1994 11.1

D.O. Box 6826, Houston TX 77265 (mail) Tel: 713-639-7300 Fax: 713-639-7780

INCOMING LOAN #: IL.2004-165

Lender:

El Paso Museum of Art

Address:

One Arts Festival Plaza

El Paso, Texas 79901

Contact:

Michelle Ryden

Exhibition/Purpose: Notes from a Child's Odyssey: The Art of Kermit Oliver

Display Dates:

2005-03-06 through 2005-07-04

OBJECTS LENDER #

MFA,H Number: EX.2004.KO.17

Kermit Oliver, American, born 1943

Saint Elmo's Fire, 1993

Acrylic on paper

Overall: 27 x 19 in. (68.6 x 48.3 cm)

VALUE: 中 3 775,00

Please supply values for individual objects.

Total Value: 4 3 7735 0

CREDIT LINE: exact form in which lender's name/credit should appear for exhibition, publicity and catalogue.

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FRAMING/MOUNTING MANY O GIPMEDINAL FOUNDATION GINDDINALINE

If necessary, may we reframe or remat or substitute plexiglass for glass? ☐ Yes ☑No

The work will be returned to the lender in its original frame or mat unless other arrangements are made with the Museum in writing.

CONDITIONS GOVERNING LOANS

1. The Museum of Fine Arts, Houston (the "Museum") will exercise the same care with respect to the work of art ("the work") as it does in the safekeeping of comparable property of its own.

- 2. The work shall remain in the possession of the Museum and museums participating in the exhibition (the "participating museums") for the time specified, but may be withdrawn from such exhibitions at any time by the Director or Trustees of the Museum and/or participating museums. If legal ownership of the work shall change during the pendency of this loan, whether by reason of death, sale, insolvency, gift or otherwise, the new owner shall, prior to its return, be required to establish his legal right to receive the work by proof satisfactory to the Museum.
- 3. Unless the Lender has expressly elected to maintain his own insurance coverage, the borrower(s) will insure this loan wall-to-wall under a fine-arts policy against all risks, in transit and while in its possession, at the valuation indicated by the lender on the Loan Agreement form. The insurance referred to excludes loss or damage caused by wear and tear, gradual deterioration, moths, vermin, inherent vice, war, invasion, hostilities, insurrection, or confiscation by order of any government or public authority.
- 4. If the lender elects to maintain his own insurance, the borrower must be supplied with a certificate of insurance naming the Museum and each of the participating museums as additionally insured or waiving subrogation against the Museum and each of the participating museums. Otherwise, this loan agreement shall constitute a release of the Museum and each of the participating museums from any liability in connection with loaned property covered by the Lender's insurance. The Museum can accept no responsibility for any error or deficiency in information furnished to the lender's insurers or for lapses in coverage.
- 5. In respect to an object that has been industrially fabricated and can be replaced to the artist's specifications, the Museum's liability shall be limited to the cost of such replacement.
- 6. It is understood that the Museum will not clean, restore, or otherwise alter the work without the consent of the Lender.
- 7. The Museum's right to return the work shall accrue absolutely at the termination of the loan. If the Museum, after making all reasonable efforts and through no fault of its own, shall be unable to return the work within sixty days after such termination, then the Museum shall have the absolute right to place the work in storage, to charge regular storage fees and the cost of insurance therefor, and to have and enforce a lien for such fee and cost. If, after five years, the work shall not have been reclaimed, then, and in consideration for its storage, insurance and safeguarding during such period, the work shall be deemed an unrestricted gift to the Museum.

PUBLICITY

LOAN AGREEMENT

Date

The Museum of Fine Arts, Houston

🛘 1001 Bissonnet, Houston, TX 77005 (delivery) Law Bldg. [] 5600 Fannin, Houston, TX 77004 (delivery) Beck dock at Ewing St.

P.O. Box 6826, Houston TX 77265 (mail)

IL.2004-165 Tel: 713-639-7300 Fax: 713-639-7780

Unless permission is dec purposes connected with may be made and distrib	n this exhibitior	n and for illustrati	t this work may on in the Museu	be photogra ım's catalog	phed, tele ue and oth	cast and reproduced in the reproductions in the reproduction	duced fo , and th	or publicity at slides of it
May amateur photograph	hers take pictu	res of this work (these works) for	r non-comme	erical purp	ooses?	yes _	<u>X</u> no
May museum visitors ske	etch this work	(these works) wh	ile it (they) are o	on view? _	_x_yes	no		
INSURANCE				SHIPPING				
Insurance paid by:	Lender	X_Borrow	er	Shipping p	oaid by: _	Lender	<u> </u>	_Borrower
SHIPPING ARRANGEM								
Please contact Exhibition	attended to the manager of Charles	athleen B. Crain,	, 713-639-7315,	kcrain@mfa	ah.org.	to a section of the contract o		
he conditions of this	loan as state	ed above are a	ccepted.					
For The Museum of Fin	ne Arts, Houston		Lender (A	uthorized Signa	ature)			
	,		·	cy Duval I				
Julie Bakke Registrar				name (print or t				
Registrar			Dire	ector				
			Title		-			

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